



Terms & Conditions

Quotes

- Quotes are valid for 30 days. After this date Botanical Fusion has the right to update and amend the quote.
- We cannot hold dates or provide tentative bookings. To confirm your quote and secure your date, we require an initial non-refundable 25% payment which will automatically approve all of Botanical Fusion's terms + conditions listed on this document.
- It is your/the client's responsibility to review all event details, including the date, wedding venue, and quantities of items to be delivered.

BOOKING CONFIRMATION

- Booking is confirmed with these terms + conditions upon receipt of initial non-refundable 25% payment.
- This initial payment is non-refundable. It is compensation for our work done to date, and is required to secure our services for your chosen date, and possibly precludes us from booking another event.
- This payment will be deducted from the total owing.
- 25% booking deposit confirms you have proofread and approved all the details of your event.
- Changes to the quote can be made under the conditions outlined in the "Changes to Quote" section.

PAYMENT TERMS

- 50% payment is due 2 months prior to your event date. This secures the procurement of stock from our farmers and wholesale suppliers.
- All prices unless otherwise stated are prior to GST.
- The balance owing on your order is due 6 weeks prior to your wedding date.
- We cannot deliver any items or event designs without final confirmation of payment receipt. Payments can be made by direct deposit.

CHANGES TO QUOTE

- Upon accepting this quote, you are agreeing to the items and to the total value listed.
- Should you wish to make changes to the items in this quote, we require a minimum of 30 days notice before your event date.
- Changes to your event date and venue can only be made under the conditions listed in the “Rescheduled & Relocated Events” section.
- All changes must be made in writing to botanicalfusion@gmail.com

EVENT CANCELLATIONS

- If the client decides to cancel this agreement, it must be done in writing to botanicalfusion@gmail.com at least 30 days before the event.
- Events canceled within 30 days of the event date remain payable by 50%, regardless of the circumstance, unless agreed otherwise in writing.
- If you cancel your event and provide more than 30 days notice, the initial payment made remains non-refundable. Moneys paid above and beyond the initial 25% payment will be refunded.
- We reserve the right to cancel the contract at any time. In this instance, you are entitled to a full refund (including the initial 25% payment).
- In an unlikely event Botanical Fusion cannot fulfill the client order for reasons out of our control like, but not limited to, illness, accident, injury, or acts of God we reserve the right to engage substitute staff and companies of our choosing to fulfill the order.

RESCHEDULED & RELOCATED EVENTS

- The client must advise of any change to the event venue or event date in writing to botanicalfusion@gmail.com
- We will do our best to accommodate new dates or location changes however we cannot guarantee our availability.
- If we are unavailable on your new event date, or are unable to accommodate your change of venue, the initial 25% payment made remains non-refundable.

- If we are available on your new event date, or able to accommodate your venue change, the initial payment made will be transferred to the new date. A new contract and quote will be drawn up taking into account the changed circumstances. (For instance, wholesale product prices fluctuate through the season, delivery and hourly wages vary depending on venue set-up requirements.)
- In the case of postponement, a 'Re-Design Fee' of \$350 will be charged for the new design and concept of florals.

PRICE VARIATIONS

- We will make every effort to honour the original agreed price, however the current volatile nature of shipping (national/ international) dramatically affects wholesale flower prices.
- Any price increases will be formally advised to you in writing and a recommendation provided to the client at least 30 days prior to your event date.

PRODUCT SUBSTITUTION & AVAILABILITY

- All flowers and foliages are subject to seasonal quality and availability.
- Unfortunately we cannot guarantee availability, exact colours or shades of specific product.

When working with natural product, there are no guarantees. Unseasonably warm, wet or cool seasons have a dramatic impact on flower and foliage availability.

- Regardless of the availability of specific products, we will always adhere to the agreed colour palette and style of floral design, as outlined in our supplied design inspiration.
- We reserve the right to substitute all products to ensure the highest quality ingredients are used. If needed, a final consultation can be arranged to discuss alternative options.
- Containers and vases may change due to supplier issues, we will substitute the selected product with items of greater or equal value, in line with the overall look and feel for the event.
- All efforts will be made to deliver the products stated above. In the event supplies cannot be met due to conditions out of Botanical Fusion's control as a result of, but not limited to, seasonal unavailability, poor quality, weather conditions, freight/import and/or quarantine issues, or acts of God, government restrictions, or pandemic. Botanical Fusion reserves the right to substitute floral varieties to maintain high quality floral delivery and brand representation.
- Refunds will not be given for minor changes in flower type or appearance.

DELIVERY

- Botanical Fusion will only guarantee the condition of the floral product up until delivery (or collection) and the finale of the event setup procedure, after which time care of flowers becomes the responsibility of the client. Botanical Fusion will not hold responsibility for any damaged cause during the event.
- Botanical Fusion reserves the right to withhold delivery if payment has not been received in full.

HIRED PIECES

- All hire items remain our property and are provided on a hire only basis, unless purchased by the customer.
- All hire pieces must be returned to us within 72 hours of the wedding, unless agreed otherwise.
- Please advise your guests that all hired items (e.g. hired preserved & faux floral, vases & votives) must not be removed from the venue, otherwise you will be charged the full cost of replacement of each item not returned to us.
- Unbroken return of all hired stock is your responsibility.
- Lost, broken or damaged stock on hire from us must be paid for in full, by you, the customer.
- We reserve the right to charge an additional holding fee for hire items. We also reserve the right to charge the client full replacement costs for items damaged, lost or broken.

PHOTOGRAPHS & VIDEO FOOTAGE

- We retain the right to photograph all finished work and use photographs of your wedding/event in our marketing efforts. This includes, but is not limited to social media, brochures, websites, Pinterest, advertising, magazine submissions and other publications related to self-promotion and marketing.
- Photos taken by us of your arrangements remain our property. Our photos are not to be reproduced, copied or edited in any way by you or any third party without our prior permission.
- Any photos provided to us by your photographer will only be used by us for promotion and marketing of our business. Photographer's credits will only be displayed if requested.
- We reserve the right to hire an independent photographer to capture our work on the day. Usage of these images will be limited to our own marketing and self-promotion applications.
- In the event images of Botanical Fusion's floral work is published, in print, or on social media platforms, we appreciate and require full credit. Botanical Fusion reserves the right to publish all images in this instance for its own social platform.

INSTALLATIONS & LARGE SCALE DESIGNS

- It's the client's responsibility to advise the venue / events manager regarding the scope of designs.
- The responsibility remains with the client to seek the required permissions from the venue to construct any hanging, suspended or other uncommon floral installations.
- We cannot be held responsible or liable for any instances where work cannot be completed and achieved due to a lack of permission or safety at the venue.

SUPPLYING YOUR OWN VASES & STRUCTURES

- Please check that your vases and vessels are water tight and appropriate for use, before you drop them off to us.
- If you are using your own archway or ceremony structure, it's your responsibility to ensure it is securely anchored into the ground in anticipation of all weather conditions (wind, rain etc.). Please check with the venue manager as to how and when this can be set-up.
- We won't provide refunds for any work that cannot be completed by us on the event day due to faulty or unsafe materials provided by the client.
- We cannot be held responsible for any damage done to items hired by the client.

PRIVACY

- We respect your privacy. Your names, wedding date, contact details, order information & pricing will be treated with complete privacy.
- We will not speak with any media representative or release any information unless you give us consent to do so. We request you do the same and do not disclose order and pricing details to anyone without our express written consent.

MARQUEES

- In the event of hot weather, paired with the use of a marquee, Botanical Fusion can not guarantee that floral components will not be affected by the heat. We always give our utmost for this not to be an issue, but this can sometimes be outside of our control. We recommend installation of an air-conditioning unit in conditions over 30 degrees.
- Temperatures in excess of 22 degrees and/or full sun in a clear span marquee, clients will be required to install a white sheet cover that can be removed an hour before the commencement of the event.
- Installation within Marquees over 30 degree weather will incur a cost of refrigeration transport.

EXTREME WEATHER CONDITIONS

- In the instance of extreme weather (wind, rain, heat, or cold), we will always put safety first and will follow government advice regarding any event including flooded roads and bushfire evacuations.
- We cannot be held liable for the impact extreme weather conditions have on our ability to safely do our job.
- Extreme temperatures and high winds have a dramatic impact on flowers. While we will do our best to go above and beyond, we cannot be held responsible for damaged florals as result of the weather.
- If the weather conditions hit or exceed 40 degrees, Botanical Fusion reserves the right to cancel all hanging installations due to WorkSafe (or state and territory equivalent) code requirements OH&S.

IMPACT OF COVID-19

- We take public health seriously and adhere to all health and safety requirements: masks, proper sanitary measures and social distancing are a part of our basic service standards.
- Where we cannot safely perform our duties as a direct result of COVID-19, we will advise the client in writing.
- Should we be required to quarantine in the lead up to your event date, we will advise you in writing and provide you with our plan of action.

- Should someone from your event contract COVID-19, it's your responsibility to advise us in writing as soon as possible.

FORCE MAJEURE

- In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
- In the instance the Force majeure event results in the cancellation or relocation of the wedding within 30 days of the planned date, and the wedding date is unable to be rescheduled or relocated by mutual agreement as per this Agreement (Rescheduled & Relocated Events), you agree that you will be liable for:
 - The initial 25% payment; and
 - An amount equivalent to the cost of any flowers or materials purchased by us to meet our obligations under this Agreement.
- If event/floral cancellation occurs due to conditions out of Botanical Fusion's control as a result of, but not limited to, 'Force Majeure', seasonal unavailability, Pandemic, poor quality, weather conditions, freight / import quarantine issues, acts of God, and/or government imposed restrictions. Botanical Fusion reserves the right to be paid 50% of total quote charges if cancellation occurs 30 or less days prior event date.

- In the case of postponement, a 'Seasonality Re-Design Fee' of \$350 will be charged for the new design and concept of florals.

